

No. 2800-3-Lab-67/8436.—WIn pursuance of the provisions of section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s Bharat Carpet Ltd. Near Gurukul, Aurangpur, Post Officer Amar Nagar, Faridabad :—

BEFORE SHRI HANS RAJ GUPTA, PRESIDING OFFICER, LABOUR COURT, ROHTAK

Reference No. 3 of 1967

Between

The workmen and the management of M/s Bharat Carpet Ltd. Near Gurukul, Aurangpur, P.O. Amar Nagar, Faridabad.

Present.—

Shri Sangram Singh, claimant with Shri A.R. Handa, on behalf of the workmen.

Shri R.N. Gupta, manager of the respondent concern with Shri D.C. Chadha.

AWARD

An industrial dispute having arisen between the workmen and the management of M/s Bharat Carpet Ltd. Near Gurukul, Aurangpur, P.O. Amar Nagar, Faridabad, the Government of Haryana, by means of their Gazette notification No. 165-SFIII-Lab-66/156, dated 30th December, 1966, and in exercise of the powers conferred on them by section 10(1)(c) of the Industrial Disputes Act, 1947, have referred to this Court for adjudication the matter mentioned below :—

Whether the termination of the services of Shri Sangram Singh was justified and in order? If not, to what relief/exact compensation he is entitled?

Usual notices were issued to the parties and in response thereto the workmen filed a statement of claim and the respondent management filed their written statement denying the claim of the workmen.

The case of the workmen is that the claimant Shri Sangram Singh had been employed as a Chowkidar with the respondents for about three years and that he requested the management to increase his wages at which the management got angry with him and instead of giving him some increment as desired by him obtained his signatures on blank papers and vouchers by misrepresenting that these would be used as his application for increment and voucher for the payment of arrears of increment to him. It is stated that when on 1st August, 1966, Shri Sangram Singh went to the respondent factory to resume his duty as usual he was not taken on duty and was verbally told that there was no work for him and he had been retrenched. It is pleaded that the action of the employer is unjustified and illegal on the ground that no notice or wages in lieu of notice or compensation had been paid to him under the provisions of section 25F of the Industrial Disputes Act, 1947. It is further stated that as the signatures of the claimant were obtained by the opposite party on the vouchers and blank papers by misrepresentation and duress, these papers and vouchers could not be used against the interest of Shri Sangram Singh claimant. It was stated that no written order of termination of services was issued to the claimant by the management.

The management in their written statement have raised a preliminary objection that inasmuch as the respondent factory had not started manufacturing of goods till the date they are said to have terminated the services of the claimant, the activity of the respondents till that date had not amounted to 'industry' as defined in the Industrial Disputes Act, 1947, and the claimant was not a workman within the meaning of that Act. It is, therefore, pleaded that the present dispute is not an industrial dispute and the Court is not competent to adjudicate upon it. On the merits it has been stated that the claimant had served the management only for a few months before 30th July, 1966 and that the claim of the claimant that he had been in their service for a period of about three years had no foundation. It is pleaded that towards the end of July, 1966, the claimant was absent unauthorisedly for a few days and came back to the management on 29th July, 1966 and requested them to relieve him of his duties since he wanted to devote his time to some private business of his own. It is stated that the manager of the concern was good enough to grant his request and

Sangram Singh was paid his salary for July, 1966 on 30th July, 1966. It is further stated that the claimant pleaded that the management should give him some money as a reward for his services and the management gave him a sum of Rs 75 as an *ex-gratia* grant against his signatures in full and final settlement and the claimant left their service in a happy mood. It has been pleaded that because the company was intending to start a canteen in its own premises and this was likely to affect the milk and tea stall business which the claimant was running right in front of the factory premises, the claimant by being misled and misguided by others has raised the present dispute.

The following issues were framed in the cases :—

1. Whether the present dispute is not an industrial dispute on the grounds alleged in the written statement of the management ?
2. Whether the claimant Shri Sangram Singh has left the service of the respondents of his own accord ?
3. If the above two issues are decided against the management, whether the termination of the services of Shri Sangram Singh was justified and in order ?
4. Relief.

Issue No. 1—The contention of the management is that the buildings of their factory were still under construction and the machinery of the factory was still under installation when the claimant left their service on 30th July, 1966. It is stated that the actual production in the factory started in October, 1966, i.e. after the claimant had left them. It is argued that in these circumstances the activity carried on by the management up to the date the actual manufacturing of goods started in their factory cannot be said to be industry within the meaning of the Industrial Disputes Act, 1947 and the claimant cannot be said to be a workman within the meaning of that Act. No authority has been shown to me in support of this contention. The definition of industry given in the Industrial Disputes Act, 1947 is very wide and even the activity of constructing buildings and installing machinery of the factory falls within this definition. Issue No. 1 is decided against the management.

Issue No. 2—The respondent company have put their manager, Shri R.N. Gupta into the witness box on their behalf. He has deposed that the claimant Shri Sangram Singh, joined their service as a chowkidar only on 10th May, 1966. He has further deposed that the claimant had been running a tea stall in front of the premises of their factory and when the claimant was still in their service, a woman used to sit at that tea shop and later on they came to know that that woman was the claimant's wife. He has further stated that the claimant remained absent for a few days towards the end of July, 1966 and when he returned on 30th July, 1966, he requested him (the witness) to relieve him of his duties as he wanted to devote more time to his milk and tea shop business. According to this witness the claimant had about that time obtained some money as a result of partition with his brothers and invested that money in the purchase of a buffalo and in his tea shop in front of the respondent factory. The claimant was getting only Rs 65 per mensem from the management and he thought he could make better earnings by devoting himself solely to his milk and tea shop business. It is in the testimony of the claimant himself that there is no other tea stall near the respondent factory within a radius of 200 yards from the tea-stall of the claimant Shri R.N. Gupta has deposed that he acceded to the request of the claimant to relieve him and employed a Gorkha Chowkidar in place of the claimant at the recommendation of the claimant himself. A sum of Rs 65 on account of his wages for July, 1966 was paid to the claimant on 30th July, 1966, *vide* Voucher (Exhibit M/3) and receipt (Exhibit M/4) each dated 30th July, 1966. The claimant admits in his testimony in these proceedings that the receipt Exhibit M/4 bears his signatures and he received from the management a sum of Rs 65 as his wages for July, 1966 on 30th July, 1966. It is further deposed by the manager of the respondent company that then the claimant requested him to give him some 'bakhshish' also for the services rendered by him to the respondent company. Accordingly a further sum of Rs 75 was given to him as an *ex-gratia* grant, *vide* voucher and receipt Exhibit M/5. The witness has deposed that the entire writing in Hindi on this document was written by the claimant himself and he also signed on the revenue stamp on this document himself in presence of the witness. This Hindi writing states that the claimant had received from the respondent company his wages for one month and also the reward and that thereafter nothing was due to him and all his accounts were cleared. The witness has further deposed that the claimant left his service in the respondent company of his own accord because he thought he could earn more money in his business than in his service in the respondent company and that

as later on the respondent company were intending to start their own canteen in the factory premises and that would have affected the claimant's tea shop business adversely, the claimant has set up a false case against the management that they had terminated the services of the claimant. He has further deposed that the Kothri which he was occupying in the factory premises as their watchman still remained in his possession for the few days the Gorkha Chowkidar kept at claimant's own recommendation remained employed in the respondent company but as that Gorkha left their service after only a few days and that Kothri was required by the management for their new Chowkidar, they got it vacated from the claimant and that fact enraged the claimant to bring a false case against the management. It is in evidence that the management have since opened a canteen in the factory premises and the claimant went on hunger-strike as a result thereof in front of the respondent factory.

The claimant, Shri Sangram Singh, denies that the tea stall in front of the respondent factory belongs to him or he has any thing to do with this tea stall. He admits that he received his wages for July, 1966,—*vide* receipt Ex. M/4. He denies that he received any *ex gratia* grant of Rs 75 on 30th July, 1966 and denies that he signed Ex. M/5 or wrote the Hindi writing on this document. He states that his services were terminated by the management because the demanded increase in his wages.

After hearing the testimony of the manager of the respondent company on behalf of the management and the claimant Shri Sangram Singh on behalf of the workmen, I am satisfied that the version of the management is correct and that of the claimant is not correct. The claimant in his testimony before this Court has denied that he tea shop in front of the respondent factory belongs to him. Ex. W/1 is a copy of the complaint dated 2nd October, 1966 made by the claimant to the police. Both the claimant and his witness Shri Hari Narain Gora, who wrote this complaint in his own hand, admit that whatever is stated in this complaint is correct. The claimant in his testimony before this Court admits that at the time of the occurrence mentioned in this complaint he was sitting in the tea shop in front of the respondent factory. The complaint Ex. W/1 opens with the following words:—

"It is submitted that on 2nd October, 1966 at about 6 p.m. I was sitting in my own shop...."

At the end of the complaint, the applicant describes himself as a shopkeeper near M/s Bharat Carpet Ltd., i.e., near the respondent factory. The above extracts from the document produced by the claimant himself show that the tea stall in front of the respondent factory is owned by the claimant and his testimony in these proceedings that this shop does not belong to him is only an after thought to contradict the version of the management. I am also satisfied that the testimony of the claimant that he never received the sum of Rs 75 on account of reward from the management on 30th July, 1966 and signed the document Ex. M/5 and wrote the Hindi writing thereon is not correct. I believe the testimony of the gentleman who has appeared as a witness on behalf of the management and deposed that this Hindi writing was written by the claimant in his own handwriting and the document was signed by the claimant in presence of the witness. The claimant admits in his testimony that the wages for a month were disbursed in the respondent factory on the 7th of the succeeding month and he always used to get his wages on the 7th of a month. Then why on this particular occasion he has received his wages for July, 1966 not on 7th August, 1966 but on 30th July, 1966 even before the month to which the wages relate was over? In the present proceedings, it is denied that the signatures on Ex. M/5 are those of the claimant. In their statement of claim filed in the present proceedings and in their letter dated 23rd August, 1966 to the Labour Inspector (Ex. M/6) the workmen have stated that the signatures of the claimant were obtained by the management on blank vouchers and papers by misrepresentation. The denial of signatures of the claimant on Ex. M/5, therefore, cannot be taken seriously. The claimant in his testimony has stated that he can merely sign in Hindi implying thereby that he cannot read and write Hindi. Ex. M/7 is a document sent by the claimant to one munshiji. This document is admitted by the claimant to have been signed by him. He was asked to read the contents of this document which are written in Hindi. The claimant read it all correctly. A cursory glance at this document would show that the contents of this document and the signatures below these contents are in the handwriting of one and the same person. The testimony of the claimant that he cannot read or write Hindi, therefore, is not correct. I am convinced that the writing in Hindi on Ex. M/5 and the signatures in Hindi on this document are those of the claimant himself and his present statement denying them is not correct. I believe the manager of the respondent concern that this writing and signatures were written and affixed on Ex. M/5 by Shri Sangram Singh who also received a sum of Rs 75 as an *ex gratia* grant by means of this document. It is difficult to believe that if the claimant had not left the service of the respondents of his own accord and his services had been terminated by the management on 30th July, 1967 as alleged by the claimant, he would not

have made any complaint to the labour authorities for nearly four weeks. Shri Hari Narain Gora in his evidence admits that the claimant contacted him on the very day on which his services alleged to have been terminated, yet no complaint was lodged with the labour authorities before 23rd August, 1966 on which date the letter Ex. M/6 was sent by the union to the Labour Inspector. Such a long delay in a matter of urgency only supports the version of the management that all this thing is merely an after thought on the part of the claimant and his advisers to concoct a false case against the management. From all the facts and circumstances of this case, I am satisfied that the claimant's services were not terminated by the management but he himself left their service because of his tea shop business in front of the respondent factory. Issue No. 2 is decided in favour of the management and against the workmen.

Issue No. 3—In view of my finding on issue No. 2, this issue does not arise.

Issue No. 4—The claimant is not entitled to any relief. His claim is liable to be dismissed. There will be no order as to costs in this case.

This award is submitted to the Government of Haryana, Department of Labour as required under Section 15 of the Industrial Disputes Act, 1947.

HANS RAJ GUPTA,

Presiding Officer,
Labour Court, Rohtak.

Dated 3rd April, 1967.

The 21st April, 1967

No. 3162-3-Lab.-67/8438.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Escorts Ltd., (Plant Nos. 1 and 2), Faridabad :—

BEFORE SHRI K.L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, CHANDIGARH

REFERENCE No. 14 OF 1966

between

THE WORKMEN AND THE MANAGEMENT OF M/S ESCORTS LTD. (PLANT NO. 1
AND 2), FARIDABAD

Present.—

Namo for the management.

Shri Satish Loomba, for the workmen.

AWARD

An Industrial dispute having come into existence between the workmen and the management of M/s Escorts Ltd. (Plants No. 1 2), Faridabad, the same was referred for adjudication to the Industrial Tribunal, Punjab under clause (d) of Sub-section 1 of Section 10 of the Industrial Disputes Act, 1947,—vide Punjab Government Notification No. 67-SF-III Lab-66/3638, dated 4th February, 1966. Three items of disputes as mentioned in the said-notification are as under :—

- (1) Whether the workers are entitled to the grant of Bonus for the year 1964 ?
If so, what should be the quantum of Bonus and terms and conditions of its payment ?
- (2) Whether the drivers (including car drivers) should be allowed weekly off with wages. If so, with what details?
- (3) Whether the dismissal of Sarvshri Kali Dass, Rattan Singh, Harbans Lal and Suraj Pal is justified and in order ? If not, to what relief they are entitled to ?

Usual notices were issued to the parties by the Industrial Tribunal, Punjab, and in response to the same the workmen filed their statement of claims and the management filed their written statement to the same. While the matter was still pending before the said, Tribunal, the Punjab Re-organisation Act, 1966 came into force on the first of November, 1966 and the case was thereafter transferred to this Tribunal under Section 93 of the said Act.

On 8th March, 1967 when the matter came up before me it was admitted by the parties that item No. 1 of the dispute had been compromised and I directed the parties to produce their evidence in respect of item Nos. 2 and 3 of the dispute on the 28th March, 1967. On the latter date the management did not bring any evidence and asked for an adjournment. the case was adjourned by me to the 11th April, 1967 and the parties were directed to produce their evidence on that date. No one has appeared for the management to-day in spite of the fact that the case has been called twice since this morning. Mr. Loomba who is present or the workmen has stated before me that he does not wish to produce any evidence in respect

of item No. 2 of the dispute and withdraws the demand covered by the said item of dispute. As already observed item No. 1 of the dispute has been compromised and the management have declared and paid bonus to the workmen on certain rates which have been accepted by the union of the workmen. My award on the various items of dispute is, therefore, as follows :—

Item No. 1.—The workmen will get bonus at the rates allowed to them under the settlement arrived at between the parties. In fact most of the workmen have already been paid bonus on those rates and if there are any workmen who have not yet been paid bonus they will be paid the same by the management within one month from the date of the publication of this award.

Item No. 2.—The demand covered by this item is dismissed as having been withdrawn and as having not been substantiated

Item No. 3.—No evidence has been led by the management to prove that the dismissal of Sarvshri Kali Dass, Rattan Singh, Harbans Lal and Suraj Pal was justified and in order and it is, therefore, held that the same was neither justified nor in order. The management is directed to reinstate all these four workmen with continuity of and without any break in their service. Each of them will be entitled to receive full back wages from the date each of them was dismissed to the date each of them is reinstated. The management is directed to reinstate them and pay them back wages within 2 months from the publication of this award. No order as to costs.

Dated 11th April, 1967.

K. L. GOSAIN,
PRESIDING OFFICER,
Industrial Tribunal, Haryana,
Chandigarh.

No. 457, dated Chandigarh, the 20th April, 1967

The award be submitted to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required by section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
PRESIDING OFFICER,
Industrial Tribunal, Haryana,
Chandigarh.

B. L. AHUJA, Secy.